



C o u n t y o f S a n L u i s O b i s p o

## GENERAL SERVICES AGENCY

Janette D. Pell, Director

Helen McCann, Department Administrator

### REQUEST FOR PROPOSAL PS-#1106 AUDIT SERVICES

December 10, 2010

The County of San Luis Obispo (County) is currently soliciting proposals for professional audit services for the next four (4) consecutive years.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at [http://www.slocounty.ca.gov/GSA/Purchasing/Current\\_Formal\\_Bids\\_and\\_Proposals.htm](http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm). Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit seven (7) hard copies and one (1) electronic copy (on CD or DVD) of your proposal by 3:00 p.m. on January 14, 2011 to:

County of San Luis Obispo  
Phil Haley, GSA - Purchasing  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Kerry Bailey via e-mail at [kbailey@co.slo.ca.us](mailto:kbailey@co.slo.ca.us).

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Lydia Corr at: [lcarr@co.slo.ca.us](mailto:lcarr@co.slo.ca.us). All questions will receive a response within 5 business days. The question and its response will be posted (anonymously) on the site: [http://www.slocounty.ca.gov/GSA/Purchasing/Current\\_Formal\\_Bids\\_and\\_Proposals.htm](http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm). The County reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

PHILL HALEY  
Buyer II GSA - Purchasing  
[phaley@co.slo.ca.us](mailto:phaley@co.slo.ca.us)

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**LOCAL VENDOR PREFERENCE**

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: \_\_\_\_\_

Authorized Individual: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

**PROPOSAL SUBMITTAL AND SELECTION**

1. All proposals, consisting of seven (7) hard copies and one (1) electronic copy (on CD or DVD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on January 14, 2011. Late proposals will not be considered and will be returned, unopened.
2. All correspondence should be directed to:

San Luis Obispo County  
General Services Agency  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408  
ATTENTION: PHIL HALEY  
Telephone: (805) 781-5904
3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
6. This Request for Proposal does not constitute an offer of employment or to contract for services.
7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
9. All proposals shall remain firm for 120 days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
11. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon

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selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.

12. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THIS RFP, SECTION C AND ATTACHMENT B. The selected proposer will be asked to provide evidence that County insurance requirements have been met.
13. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

***NOTICE:*** *The data on pages \_ of this response identified by an asterisk (\*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

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**SECTION A****STATEMENT OF WORK****OVERVIEW**

The County of San Luis Obispo is seeking the services of Certified Public Accountants to perform annual financial and compliance audits of the County's Comprehensive Annual Financial Report in accordance with generally accepted auditing standards for purposes of rendering an opinion as to the fairness of presentation of these statements. The audit shall also be required to satisfy the provisions of Federal OMB Circular A-133, and the provisions of the Single Audit Act as amended. In addition, the firm shall be required to prepare the Comprehensive Annual Financial Report (CAFR) in accordance with generally accepted accounting principles and the requirements of the Governmental Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting program. The contract to be awarded will cover a four fiscal year period commencing with the 2010-11 fiscal year and concluding with the fiscal year ending June 30, 2014. We have enclosed a copy of the County's audited financial statements and Single Audit for fiscal year 2008-09 for your information. (Copies of the 2009-10 financial statements will be posted to the Auditor-Controller's website by December 31, 2010, [http://www.slocounty.ca.gov/AC/Financial\\_Reports.htm](http://www.slocounty.ca.gov/AC/Financial_Reports.htm)).

Other examinations of the accounts, records, and transactions of selected County departments or officials may be required upon request by the Grand Jury or County. Contractual arrangements for such other examinations will be negotiated separately.

**TASK 1**

Conduct four (4) consecutive yearly audits of the financial statements of the County in accordance with generally accepted auditing standards for the purposes of expressing an opinion on the conformity of the financial statements with generally accepted accounting principles. Also, assist the County to meet the requirements of the Governmental Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting program, and recommend improvements in any areas brought to attention during the course of the audit.

**TASK 2**

Conduct annual financial and compliance audits and provide related reporting as required by the Federal Office of Management and Budget Circular A-133 and the provisions of the Single Audit Act of 1984 and subsequent amendments. The preparation of the Federal Assistance Reports, Auditor's opinion letters, and the compilation of the Corrective Action Plan are required.

TASK 3

Conduct a review of the Appropriation Limit calculation for all jurisdictions coming under the scope of the annual financial audit and provide a compliance letter stating the results of the review.

TASK 4

Prepare a Financial Means Test Certification letter to be included with the County's letter of financial assurance for postclosure costs related to Los Osos Landfill.

TASK 5

Compile the County's CAFR in accordance with generally accepted accounting principles and the GFOA's Certificate of Achievement for Excellence in Financial Reporting program. Provide the County with a portable document form (PDF) file that will include all components of the County's CAFR including the notes, MD&A and the statistical section of the report. The County will provide fund trial balances, budgetary and encumbrance data, cash flow statements for proprietary funds, along with draft CAFR notes and government-wide adjustments.

PROJECT OBJECTIVE

To comply with Government Code Section 25250, Federal Office of Management and Budget Circular A-133, and Section 1.5 Article XIII B of the California Constitution.

PERIOD OF PERFORMANCE

The annual audit is to be performed for the four (4) fiscal years commencing July 1, 2010 and concluding with fiscal year ending June 30, 2014. Annual audits may commence before the closing of books, which is generally completed by the second week of August. Trial balances with all ordinary closing adjustments will be provided to Contractor two weeks before scheduled fieldwork, usually at the end of September. Fieldwork is expected to begin in mid October. The Contractor will be required to provide the completed reports not later than December 15 of the fiscal year following the year of audit.

**SECTION B****PROPOSAL SUBMITTAL AND SELECTION****1. SCHEDULE OF EVENTS**Date

Proposal due:	January 14, 2011
Contract award: (Tentative Date)	February 14, 2011

**2. PERSONNEL ASSIGNMENT AND RE-ASSIGNMENT**

- a. Resumes of all individuals to be assigned to the project must be provided.
- b. A project manager will be assigned as the individual responsible for the overall performance of any resulting contract and will be directly responsible for responding to the Contract Administrator (CA) at all times during the term of this contract.
- c. No reassignments of personnel will be allowed without full resume submittal, justification therefore, and approval by the Contract Administrator (CA).

**3. SUBMISSION OF PROPOSALS**

This Request for Proposal does not commit the County to award nor does it constitute an offer of employment or to contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the responsibility of the proposers. Further, no reimbursable cost may be incurred in anticipation of award. Proposals containing elaborate artwork, expensive paper and binding, and expensive visual or other presentations are neither necessary nor desired.

**4. LATE PROPOSALS, MODIFICATIONS OF PROPOSALS AND WITHDRAWALS OF PROPOSALS**

- a. Any proposal received at the office designated in the solicitation after the exact time specified or receipt will not be considered.
- b. A proposer may withdraw their proposal at any time prior to the scheduled time for receipt of proposals either personally, by written request, or by fax request confirmed in writing.

**5. PRICING OF PROPOSALS**

All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected but must be initialed in ink by the person signing the proposal.



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All proposals shall remain firm for 120 days from the closing date for receipt of proposals.

In the event of a conflict between hourly rates and proposer's extended costs, the hourly rate will prevail unless the hourly rate is so obviously unreasonable as to indicate an error.

6. SIGNATURE

All proposals must be signed with the firm name and by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.

7. SAMPLES/PROPRIETARY INFORMATION

All proposals become the property of the County of San Luis Obispo. If any proprietary information is contained in or attached to the written proposal, it must be clearly identified. (see page 4, #13)

8. CERTIFICATE OF INDEPENDENT PRICE DETERMINATIONS

By submission of a proposal, each proposer certifies, or, in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

- a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other proposer; with any competitor; or with any County employees or consultants for the purpose of restricting competition on any matter relating to this proposal.
- b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to award directly or indirectly to any other proposer or to any competitor; and
- c. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

After the execution of an initial certificate and the award of contract in connection therewith, the Contractor need not submit additional certificates in connection with proposals submitted on contract amendment issued pursuant to the terms of that contract.

9. NUMBER OF PROPOSALS

Each proposer shall submit seven (7) hard copies and one (1) electronic copy (on CD or DVD) of both the Technical Proposal and the Cost Proposal.

10. ORGANIZATION OF PROPOSALS

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Each proposal volume must begin with a complete table of contents showing page numbers. All pages in the volume shall be numbered consecutively. Responses and/or recommendations should be concise and to the point, with references to supporting technical material, where applicable.

PROPOSALS SHALL BE SUBMITTED IN ONE VOLUME WITH TWO SECTIONS, TECHNICAL AND COST, IN A FORMAT WHICH CONFORMS TO THE FOLLOWING:

A. Technical Proposal

1. Introduction

State your understanding of the requirements to be accomplished in the audit. State your general experience, capabilities and approach to use. The proposer must demonstrate in the proposal a clear understanding of the nature and scope of the work to be performed under the contract and its relation to the County's needs.

2. Experience and Support

The proposer must demonstrate through experience of the company and/or through personnel employed by the company, a comprehensive knowledge of the fiscal audit services required by the County.

3. Management Plan

A brief organizational management plan is required. The organizational plan must indicate the controls for effectuating timely response and cost effectiveness, and must include proposed lines of responsibility, authority, and communication between project staff, County and parent organization.

4. Personnel Qualifications

Provide resumes for the key management and professional personnel. Resumes of personnel included with the proposal must clearly indicate a professional skill commensurate with the technical requirements, and provide information on Single Audit experience, education and knowledge of services similar to the County's requirements. If resumes are submitted on personnel not currently employed by the proposer, then a statement that this person will accept employment if the contract is awarded to the proposer must be provided from that person.

5. List of Projects of Similar Size and Scope

Proposers shall submit a description of their capabilities in audit programs of this nature by covering the last five (5) year period (i.e., greater period of experience as appropriate). This may be evidenced by submission of a list

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of contracts for similar services completed, or underway, including the name(s) of the agency, point(s) of contact, and the dollar value of each such contract, including a brief synopsis of each similar project.

**6. References**

Please list title, name, address, area code and telephone number for at least three (3) references of projects as similar to this one as are available. Indicate the title of the project performed for each of these references and the year in which each was performed. If no previous work was similar, list three (3) references who can attest to your competencies.

**7. Additional Data**

Since the preceding sections are to contain only data that is specifically requested, any additional information considered essential to the proposal should be included in this section. The proposer's general information publications, such as directories or client lists, should not be included unless specifically requested.

If there is no additional information to present, state, "There is no additional information we wish to present".

**B. Cost Proposal**

1. A schedule of hourly rates, task time estimates and total charges must be completed on Attachment A. The schedule shall also display a breakdown of costs by Tasks (as defined in the Overview, page 3).
2. Travel and living expenses are to be combined into a single amount under "Other Expenses". Consistent with County Policy.
3. Proposals shall contain provisions to the effect that, in the event disclosures in the audit indicate extraordinary circumstances which warrant more intensive and detailed services, the firm shall provide all pertinent facts relative to the extraordinary circumstances together with the firm's estimate of the cost of additional services to the County.

**C. Indemnification Clause**

This must be included in contracts with the County. See Attachment B.

**11. EVALUATION AND AWARD**

- A. The contract will be awarded to the proposer whose offer conforms to the solicitation and which will be, in the opinion of the County, the most advantageous to the County.

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- B. The County reserves the right to reject any or all proposals, to waive informalities and minor irregularities in the proposals received, to discuss proposal details with respondents, and to accept other than the lowest bid proposal.

**12. EVALUATION FACTORS**

The following factors may be considered in the evaluation of the technical proposal. The proposal should clearly and in sufficient detail give information to enable evaluation based on these factors.

**A. Personnel Qualifications/Technical Resources**

1. The experience and educational background of the proposed professionals, and the extent to which these professionals are "in-house" employees.
2. Availability of technical resources.
3. Corporate history specifically identifying the length of time and positions held by the proposed principals and the resources available.

**B. Approach and Methodology**

Under this factor, consideration is given to the proposer's organizational structure as set forth in the following criteria:

1. Lines of management authority within the firm, most importantly, the project manager's access to top management and the firm's ability to respond rapidly to County's requirements.
2. Understanding of County government and audit requirements, as defined in the County's Request for Proposals.
3. Proposal approach and scope of work.

**C. Fees for Service**

1. How well the fees relate to the services proposed.

**13. SELECTION PROCESS**

- A. A Selection Committee will be used to evaluate each proposal.
- B. Selection will be made on the basis of the proposals as submitted. The Selection Committee may deem it necessary to interview applicants. The County retains the right to interview applicants as part of the selection process.

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- C. The proceedings of the Selection Committee are confidential. Members of the Selection Committee are not to be contacted by the proposers. All communication between proposer and the County shall be through contact persons identified on the cover letter.

**SECTION C****SAN LUIS OBISPO COUNTY INSURANCE REQUIREMENTS**

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

**1. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES**

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

**a. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);  
\$1,000,000 for personal injury liability;  
\$1,000,000 aggregate for products-completed operations; and  
\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this Agreement.

**b. BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

**c. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC / EL")**

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This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California;

and

2. Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein "BI"); one-million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee BI disease.

- d. **PROFESSIONAL LIABILITY INSURANCE POLICY ("PL")**

This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One-Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

2. **DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. **ENDORSEMENTS**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL)
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess

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shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL, & PL);

- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC /EL & PL);
- f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

4. **ABSENCE OF INSURANCE COVERAGE**

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

5. **PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION**

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

San Luis Obispo County Auditor-Controller  
Attn: Assistant Auditor-Controller  
1055 Monterey Street, Suite D220  
San Luis Obispo, CA 93408



**ATTACHMENT A****SAN LUIS OBISPO COUNTY AUDIT COST PROPOSAL**

STAFF MEMBER	HOURLY RATE	ESTIMATED HOURS	STAFF COST	OTHER EXPENSES	TOTAL
Partner CPA					
Audit Manager					
Senior Staff CPA					
Staff Accountant					
Administrative					
TOTAL *					

**COST PROPOSAL BY TASK**

TASK	COST
Task 1 - Financial Audit	
Task 2 - Single Audit	
Task 3 - Appropriation Limit	
Task 4 - Financial Means Letter	
Task 5 - Compile CAFR	
TOTAL	

**ATTACHMENT B****SAN LUIS OBISPO COUNTY****CONSULTANT- NON CONSTRUCTION****Indemnification:**

Consultant shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Consultant, or its agents, employees, or other independent contractors directly responsible to Consultant including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Violation of civil rights.
9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Consultant is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and Ahold harmless@ rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.